

RUS-TX Bulletin 1780-9  
(Rev. 5/17)

MARKOUT

## WATER SUPPLY CORPORATION

### SERVICE APPLICATION AND AGREEMENT

#### CORPORATION USE ONLY

Date Approved: \_\_\_\_\_  
Service Classification: \_\_\_\_\_  
Cost: \_\_\_\_\_  
Work Order Number: \_\_\_\_\_  
Eng. Update: \_\_\_\_\_  
Account Number: \_\_\_\_\_  
Service Inspection Date: \_\_\_\_\_

Please Print: DATE \_\_\_\_\_

APPLICANT'S NAME \_\_\_\_\_

CO APPLICANT'S NAME \_\_\_\_\_

CURRENT BILLING ADDRESS: \_\_\_\_\_ FUTURE BILLING ADDRESS: \_\_\_\_\_

SERVICE LOCATION ADDRESS (IF DIFFERENT FROM ABOVE): \_\_\_\_\_

PHONE NUMBER Home or Cell (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Work (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

PROOF OF OWNERSHIP PROVIDED BY \_\_\_\_\_

DRIVER'S LICENSE NUMBER OF APPLICANT \_\_\_\_\_

LEGAL DESCRIPTION OF PROPERTY (Include name of road, subdivision with lot and block number)

PREVIOUS OWNER'S NAME AND ADDRESS (if transferring Membership)

PROPERTY SIZE/ACREAGE \_\_\_\_\_ SQUARE FOOTAGE OF STRUCTURE \_\_\_\_\_

NUMBER IN FAMILY \_\_\_\_\_ LIVESTOCK & NUMBER \_\_\_\_\_

SPECIAL SERVICE NEEDS OF APPLICANT \_\_\_\_\_

NOTE: FORM MUST BE COMPLETED BY APPLICANT ONLY. A MAP OF SERVICE LOCATION REQUEST MUST BE ATTACHED.

The following information is requested by the Federal Government in order to monitor compliance with Federal laws prohibiting discrimination against applicants seeking to participate in this program. You are not required to furnish this information, but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, we are required to note the race/national origin of individual applicants on the basis of visual observation or surname.

**Ethnicity:** ☐ Hispanic or Latino

☐ Not of Hispanic or Latino

**Race:**

☐ White ☐ Black or African American ☐ American Indian/Alaska Native

☐ Asian ☐ Native Hawaiian or Other Pacific Islander

**Gender:** ☐ Male ☐ Female

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
between Markout Water Supply Corporation, a corporation organized under the laws of the State of  
Texas (hereinafter called the Corporation) and  
\_\_\_\_\_ (hereinafter called the Applicant  
and/or Member),

Witnesseth:

The Corporation shall sell and deliver water and/or wastewater service to the Applicant and the Applicant shall purchase, receive, and/or reserve service from the Corporation in accordance with the bylaws and tariff of the Corporation as amended from time to time by the Board of Directors of the Corporation. Upon compliance with said policies, including payment of a Membership Fee, the Applicant qualifies for Membership as a new applicant or continued Membership as a transferee and thereby may hereinafter be called a Member.

The Member shall pay the Corporation for service hereunder as determined by the Corporation's tariff and upon the terms and conditions set forth therein. The Applicant may request a copy of the Corporation's tariff. A copy of this agreement shall be executed before service may be provided to the Applicant.

The Board of Directors shall have the authority to discontinue service and cancel the Membership of any Member not complying with any policy or not paying any utility fees or charges as required by the Corporation's published rates, fees, and conditions of service. At any time service is discontinued, terminated, or suspended, the Corporation shall not re-establish service unless it has a current, signed copy of this agreement and the Member/Applicant has complied with all terms and conditions that caused the service discontinuance/termination.

If this agreement is completed for the purpose of assigning utility service as a part of a rural domestic water and/or wastewater system loan project contemplated with the Rural Development, an Applicant shall pay an Indication of Interest Fee in lieu of a Membership Fee for the purposes of determining:

- a. The number of taps to be considered in the design and
- b. The number of potential ratepayers considered in determining the financial feasibility of constructing
  - 1) a new water system or
  - 2) expanding the facilities of an existing water system.

The Applicant hereby agrees to obtain, utilize, and/or reserve service as soon as it is available. Applicant, upon qualification for service under the terms of the Corporation's policies, shall further qualify as a Member and the Indication of Interest Fee shall then be converted by the Corporation to a Membership Fee. Applicant further agrees to pay, upon becoming a Member, the monthly charges for such service as prescribed in the Corporation's tariff. Any breach of this agreement shall give cause for the Corporation to liquidate, as damages, the fees previously paid as an indication of interest. In addition to any Indication of Interest Fees forfeited, the Corporation may assess a lump sum of \$300.00 as liquidated damages to defray any losses incurred by the Corporation. If delivery of service to said location is deemed infeasible by the Corporation as a part of this project, the Applicant shall be denied Membership in the Corporation and the Indication of Interest Fee, less expenses, shall be refunded. The Applicant may re-apply for service at a later date under the terms and conditions of the Corporation's policies. For the purposes of this agreement, an Indication of Interest Fee shall be of an amount equal to the Corporation's Membership Fees.

All water shall be metered by meters to be furnished and installed by the Corporation. The meter and/or wastewater connection is for the sole use of the Member or customer and is to provide service to only one (1) dwelling or one (1) business. Extension of pipe(s) to transfer utility service from one property to another, to share, resell, or submeter water to any other persons, dwellings, businesses, or property, etc., is prohibited.

The Corporation shall have the right to locate a water service meter and the pipe necessary to connect the meter on the Member's property at a point to be chosen by the Corporation, and shall have access to its property and equipment located upon Member's premises at all reasonable and necessary times for any purpose connected with or in the furtherance of its business operations, and upon discontinuance of service, the Corporation shall have the right to remove any of its equipment from the Member's property. The Member shall install and maintain, at their own expense, any necessary service lines from the Corporation's facilities and equipment to the point of use, including any customer service isolation valves, backflow prevention devices, clean-outs, and other equipment as may be specified by the Corporation. The Corporation shall also have access to the Member's property for the purpose of inspecting for possible cross-connections, potential contamination hazards, illegal lead materials, and any other violations or possible violations of state and federal statutes and regulations relating to the federal Safe Drinking Water Act or Chapter 341 of the Texas Health & Safety Code or and the corporation's tariff and service policies.

The Corporation is responsible for protecting the drinking water supply from contamination or pollution which could result from improper practices. This service agreement serves as notice to each customer of the restrictions which are in place to provide this protection. The Corporation shall enforce these restrictions to ensure the public health and welfare. The following undesirable practices are prohibited by state regulations:

- a. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an airgap or an appropriate backflow prevention assembly in accordance with state regulations.

- b. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the proper installation of an airgap or a reduced pressure-zone backflow prevention assembly and a service agreement must exist for annual inspection and testing by a certified backflow prevention device tester.
- c. No connection which allows condensing, cooling, or industrial process water to be returned to the public drinking water supply is permitted.
- d. No pipe or pipe fitting which contains more than 0.25 % lead may be used for the installation or repair of any public water supply.
- e. No solder or flux which contains more than 0.2 % lead may be used for the installation or to repair any plumbing in a residential or nonresidential facility providing water for human consumption and connected to a public drinking water supply system.

The Corporation shall maintain a copy of this agreement as long as the Member and/or premises is connected to the public water system. The Member shall allow their property to be inspected for possible cross-connections, potential contamination hazards, and illegal lead materials. These inspections shall be conducted by the Corporation or its designated agent prior to initiating service and periodically thereafter. The inspections shall be conducted during the Corporation's normal business hours.

The Corporation shall notify the Member in writing of any cross-connections or other undesirable practices which have been identified during the initial or subsequent inspection. The Member shall immediately correct any undesirable practice on their premises. The Member shall, at their expense, properly install, test, and maintain any backflow prevention device required by the Corporation. Copies of all testing and maintenance records shall be provided to the Corporation as required. Failure to comply with the terms of this service agreement shall cause the Corporation to either terminate service or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of this agreement shall be billed to the Member.

If this agreement is completed for the purpose of Temporary Service, Applicant shall follow all terms of the Corporation's Tariff regarding connection, payment of fees, and disconnection of service. The term of the temporary service is also stated in the Corporation's Tariff.

In the event the total water supply is insufficient to meet all of the Members, or in the event there is a shortage of water, the Corporation may initiate the Emergency Rationing Program as specified in the Corporation's Tariff. By execution of this agreement, the Applicant hereby shall comply with the terms of said program.

By execution hereof, the Applicant shall hold the Corporation harmless from any and all claims for damages caused by service interruptions due to waterline breaks by utility or like contractors, tampering by other Member/users of the Corporation, normal failures of the system, or other events beyond the Corporation's control.

The Applicant shall grant to the Corporation permanent recorded easement(s) dedicated to the Corporation for the purpose of providing reasonable rights of access and use to allow the Corporation to construct, maintain, replace, upgrade, parallel, inspect, test and operate any facilities necessary to serve that Applicant as well as the Corporation's purposes in providing system-wide service for existing or future members.

By execution hereof, the Applicant shall guarantee payment of all other rates, fees, and charges due on any account for which said Applicant owns a Membership Certificate. Said guarantee shall pledge any and all Membership Fees against any balance due the Corporation. Liquidation of said Membership Fees shall give rise to discontinuance of service under the terms and conditions of the Corporation's tariff.

By execution hereof, the Applicant agrees that non-compliance with the terms of this agreement by said Applicant shall constitute denial or discontinuance of service until such time as the violation is corrected to the satisfaction of the Corporation.

Any misrepresentation of the facts by the Applicant on any of the pages of this agreement shall result in discontinuance of service pursuant to the terms and conditions of the Corporation's tariff.

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Witnesseth

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Applicant Member

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Approved and Accepted

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Date Approved

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## MEMBERSHIP TRANSFER AUTHORIZATION

Transferor hereby surrenders Membership in the MARKOUT WATER SUPPLY CORPORATION by execution of the following document. Water service rights granted by Membership and other qualification hereby cease contingent upon further qualification of the Transferee in accordance with the policies of the MARKOUT WATER SUPPLY CORPORATION.

By execution hereof, the undersigned hereby acknowledges that the Membership Transfer complies with the terms of one of the following items (1) through (4), thereby qualifying for transfer of Membership in accordance with the laws of the State of Texas.

1. The Membership is transferred by will to a person related to the Transferor within the second degree by consanguinity; or
2. The Membership is transferred without compensation to a person related to the Transferor within the second degree by consanguinity; or
3. The Membership is transferred without compensation or by sale to the Corporation; or
4. The Membership is transferred as a part of the conveyance of real estate from which the Membership arose.

Transferee understands that qualification for Membership is not binding on the Corporation and does not qualify Member for continued water service unless the following terms and conditions are met:

1. This Membership Transfer Authorization Form is completed by the Transferor and Transferee;
2. The Transferee has completed the required Application Packet;
3. All indebtedness due the Corporation has been paid;
4. The Membership Certification has been surrendered, properly endorsed by the record Transferor;
5. The Transferee demonstrates satisfactory evidence of ownership of the property designated to receive service and from which the Membership originally arose; and
6. Any other terms and conditions of the Corporation's Tariff are properly met.

*[CONTINUED ON NEXT PAGE]*

## MEMBERSHIP TRANSFER AUTHORIZATION (CONTINUED)

Closing Date \_\_\_\_\_

Transferor's Name \_\_\_\_\_

Transferee's Name \_\_\_\_\_

Forwarding Address \_\_\_\_\_

Current Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Phone Number \_\_\_\_\_

Phone Number \_\_\_\_\_

Email \_\_\_\_\_

Account Number \_\_\_\_\_

Final Reading \_\_\_\_\_  
Reading Date \_\_\_\_\_

New Account Number: \_\_\_\_\_

Location of Meter \_\_\_\_\_

*Note: A fee of \$50.00 is charged to the Transferee on all transfers.*

Signature of Transferor \_\_\_\_\_

Signature of Transferee \_\_\_\_\_

## ACKNOWLEDGEMENT

The State of Texas  
County of KaufmanIN WITNESS WHEREOF the said Transferor and Transferee have executed this instrument  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally  
appeared \_\_\_\_\_ known to me to be the persons whose names are  
subscribed to the foregoing instrument, and acknowledge to me that they executed the same for the purposes and  
consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public in and for  
Kaufman County, Texas  
Commission expires \_\_\_\_\_



**CUSTOMER CONFIDENTIALITY FORM**  
**WOULD YOU LIKE TO KEEP YOUR PERSONAL INFORMATION CONFIDENTIAL?**

As a public utility, our customers' records are subject to the Public Information Act. If we do not have a written request for confidentiality on file when a request for records is made, your information must, by law, be released.

Chapter 182, Subchapter B of the Texas Utilities Code allows water utilities to give their customers the option of making the customer's address, telephone number, account records, and social security number confidential. There is no charge for this service. Simply complete the information below, sign the form and return to our office.

Please note that we must still provide this information under law to the following:

1. an official or employee of the state, a political subdivision of the state, or the federal government acting in an official capacity;
2. an employee of a utility acting in connection with the employee's duties;
3. a consumer reporting agency;
4. a contractor or subcontractor approved by and providing services to the utility or to the state, a political subdivision of the state, the federal government, or an agency of the state or federal government;
5. a person for whom the customer has contractually waived confidentiality for personal information; or
6. another entity that provides water, wastewater, ambulance, sewer, gas, garbage, electricity, or drainage service for compensation.

☐ Yes, please make my personal information (address, contact information and social security number) confidential!

Name: \_\_\_\_\_ Account Number: \_\_\_\_\_

Address: \_\_\_\_\_

Phone 1: \_\_\_\_\_ Phone 2: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_

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**MARKOUT WATER SUPPLY CORPORATION**  
**AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS**  
**(ACH)**

Markout WSC Account Number \_\_\_\_\_

I (we) hereby authorize Markout Water Supply Corporation, hereinafter called COMPANY, to initiate debit entries to my (our) \_\_\_\_\_ Checking Account \_\_\_\_\_ Savings Account (select one) indicated below and the depository financial institution named below, hereafter called DEPOSITORY, and to debit the same to such account. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Depository Name \_\_\_\_\_ Branch \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Routing Number \_\_\_\_\_ Account Number \_\_\_\_\_

This authorization is to remain in full force and effect until COMPANY has received written notification from me (or either of us) of its termination in such time and manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.

Name(s) \_\_\_\_\_  
(Please Print)

Signature \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_